

STATE OF TEXAS)
)
CAMERON COUNTY)

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as “CCRMA” and the City of Los Fresnos, hereinafter referred to as “CITY”, pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA, to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities required to develop the project to a Ready-to-Let Status for construction. This project has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. PROJECT TO BE COMPLETED: To advance the Whipple Road Project through the Environmental and Design Phases. Project Limits are from FM 1575 to FM 1847 in the City of Los Fresnos and will improve east to west connectivity in the CITY.
3. Amended and Restated Interlocal Cooperation Agreement: On April 10, 2018, the CCRMA and CITY had entered into an Interlocal Agreement regarding the Whipple Road Project and there is now a need to amend the Interlocal Agreement to include additional funding for the preliminary engineering services and construction and maintenance with Union Pacific Railroad Company for the affected railroad track and right away near the project area.
4. CCRMA HEREBY AGREES TO:
 - a. Utilize one of the CCRMA’s consultants to develop engineering/design plans and conduct environmental studies
 - b. Provide monthly progress reports of activities to the CITY, including preliminary cost estimates and project schedule.
 - c. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
 - d. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - e. Provide for consultations with the environmental agencies.
 - f. Locally let the project utilizing CCRMA staff and consultants.
 - g. CCRMA will serve as Project Manager.
5. CITY HEREBY AGREES TO:
 - a. To provide funding for any local match for design, construction engineering, and construction required by TxDOT’s Advanced Funding Agreement (AFA).
 - b. To provide the necessary local match funding for the engineering, design, construction, and construction engineering of the Whipple Road Project.
 - c. To provide funding in the amount of \$60,000.00 for preliminary engineering services and construction and maintenance with Union Pacific Railroad Company for the affected railroad track and right away near the project area further outlined in Exhibit A.

6. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party. The Party with the insufficient funds agrees to indemnify the other Parties to the extent of the amount(s) for which the other Parties are entitled to receive for reimbursement.
7. Any payment made by either party will be made from current revenues of the paying party.
8. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30-day termination notice is given by either CCRMA or CITY.
9. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
10. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to TEX. GOV'T CODE Section 791.025 to the extent applicable.
11. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF LOS FRESNOS CITY COMMISSION.

Executed on this 11th day of December 2025.

Attested by: _____

Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____

Jacqueline Moya
City Secretary

Alejandro Flores
Los Fresnos City Mayor

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$15,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Tiecy Cotton

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A
Project Description and Location

Project Description

The Cameron County Regional Mobility Authority proposes adding sidewalks to the location referenced below.

Location

Harlingen Subdivision

DOT	Crossing Type	Milepost	Street Name
758337A	Public	20.59	Whipple Road

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Eric Davila, Cameron County Regional Mobility Authority
Title	Chief Development Enginger
Address	3461 Carmen Ave., Rancho Viejo, TX 78575
Work Phone	
Cell Phone	
Email	edavila@ccrma.org
Agency Project No.	

UPRR General Cost Estimate for PE and C&M

UPRR General Cost Estimates for Project Management/Structure & Design Review								
PROJECT TYPE	TYPICAL				COMPLEX			
	Prelim Eng	+	C&M/Project	<--Agreement Type	Prelim Eng	+	C&M/Project	<--Agreement Type
	Design Phase	+	Construction Phase	TOTAL	Design Phase	+	Construction Phase	TOTAL
Railroad Warning Devices	\$25,000	+	\$30,000	\$55,000	\$50,000	+	\$75,000	\$125,000
Railroad Crossing Surface	\$10,000	+	\$15,000	\$25,000	\$15,000	+	\$15,000	\$30,000

Typical – Standard installation of Railroad Warning Devices, no roadway changes
Complex – Signal Preemption/ Interconnect, Road reconfiguration, Multiple agencies, Four Quad Gates

Typical – Standard installation of Railroad track and concrete crossing surface
Complex – Regulatory Agency or DOT Order Required

Whipple Road Project

PE Agreement \$15,000
+ C&M Agreement \$45,000 (estimated)

Total: \$60,000